

EXHIBIT L
Affidavit of Complaint and Order, *Greer*
***v. Walters*, Case No. RSC2015-000191**
(Reno Justice Ct.)

AFFIDAVIT AND ORDER
IN THE SMALL CLAIMS COURT OF RENO TOWNSHIP IN AND FOR
THE COUNTY OF WASHOE, STATE OF NEVADA
(775) 325-6501
Fax: (775) 325-6715

Plaintiff

Russell Godfrey Greer

Phone No.

[REDACTED]

VS

Defendant

Murphy Walters

Phone No.

775-829-1222 (Lawyer's phone number)

Dept No. 4Case No. RSC2015-000191Calendared 4/2/15Filed FEB 10 2015**AFFIDAVIT OF COMPLAINT**

STATE OF NEVADA, COUNTY OF WASHOE

I, the undersigned **Russell Greer** (Affiant) residing at [REDACTED] being sworn, say, either upon my knowledge or my information and belief, defendant(s) is (are) indebted to the plaintiff in the sum of:

\$6,344.00, plus court costs for the following reason(s) **Fraud in the inducement/misrepresentation**

This declarant has demanded payment of said sum. The defendant(s) refused to pay the same and no part has been paid. At the commencement of this action defendant ☒ RESIDES, ☐ DOES BUSINESS, OR ☐ IS EMPLOYED IN THE RENO TOWNSHIP.

Subscribed and Sworn to before me this

Date: FEB 10 2015 Filed
Reno, Nevada

See attached form

DEPUTY CLERK/NOTARY

PLAINTIFF OR DECLARANT

ORDER

THE PEOPLE OF THE STATE OF NEVADA, to the within-named defendant(s): You are hereby directed to appear and answer the foregoing claim, in the entitled court at:

THE RENO JUSTICE COURT, ONE SOUTH SIERRA STREET, RENO, NEVADA

On April 7, 2015 at 11:15 Am reset for _____ at _____
reset for _____ at _____ reset for _____ at _____

PLAINTIFF AND DEFENDANT SHOULD EACH BRING ALL BOOKS, PAPERS AND WITNESSES NEEDED. DEFENDANTS, FOR MORE INFORMATION ON WHAT TO DO NEXT; SEE THE BACK OF THIS PAPER. THE CLERKS AND JUDGES MAY NOT GIVE YOU LEGAL ADVICE.

Filed on FEB 10 2015 at _____ reset for _____ at _____
reset for _____ at _____ reset for _____ at _____

STEVE TUTTLE
CLERK OF THE COURT

By

Deputy Clerk

RSC2015-000191
AO
Affidavit Filed and Order Issued
303610

**J171**

State of Utah)

§

County of Salt Lake

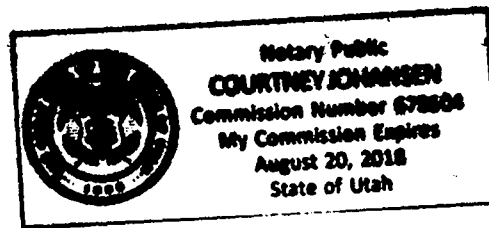
On this 6 day of February in the year 2 015, before me Courtney Johansen,
DAY MONTH YEAR NOTARY PUBLIC NAME
a notary public, personally appeared Russell Greer,

NAME OF DOCUMENT SIGNER

proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same. Witness my hand and official seal.

Courtney Johansen

NOTARY PUBLIC



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IN THE SMALL CLAIMS COURT OF RENO TOWNSHIP IN AND FOR

THE COUNTY OF WASHOE, STATE OF NEVADA

CASE NO RSC 2015-000191
DEPT NO. 4
CT DATE 4/7/15
CT TIME 11:15 AM

(PLEASE TYPE OR PRINT NEATLY)

PLAINTIFF Russell Godfrey Greer

ADDRESS [REDACTED] (INCLUDE CITY, STATE AND ZIP)

HOME PHONE # [REDACTED] WORK PHONE # [REDACTED] INCLUDE AREA CODE

DEFENDANT Murphy Walters

RESIDENT AGENT [REDACTED]

(if applicable)

ADDRESS [REDACTED] (INCLUDE CITY, STATE AND ZIP)

PHONE # [REDACTED] (INCLUDE AREA CODE)

DEFENDANT'S EMPLOYMENT Mustang Ranch (Former Bunny Ranch girl)

DEFENDANT ☒ RESIDES, ☐ DOES BUSINESS, OR ☐ IS EMPLOYED IN THE RENO TOWNSHIP.

AMOUNT OF SUIT \$ 6,344.00 (DO NOT INCLUDE COSTS TO FILE & SERVE THIS SUIT).

BRIEFLY STATE THE REASON Fraud in the inducement/misrepresentation (explanation attached).

HAVE YOU EVER SUED EACH OTHER BEFORE?

YES ☐ NO ☒ WHEN? [REDACTED] WHERE? [REDACTED]

BELOW STATE ALL DETAILS INVOLVING YOUR CASE, INCLUDING DATES, NAMES AND LOCATIONS.

(explanation attached)

(USE THE BACK IF NECESSARY)

J173

*This complaint is being followed with a separate claim currently under review with the United States Department of Justice, Americans with Disabilities section. This complaint will only cover *fraud in the inducement/misrepresentation* and will lightly touch on discrimination as to avoid *collateral estoppel*.

*Reason for amount, \$6,344.00: reimbursement for the money I spent on her: \$4,000.00. Reimbursement for the Amtrak ticket: \$140.00. Reimbursement for the limo: \$60.00. Reimbursement for the Olive Garden meal: \$35.00. Reimbursement for the flowers: \$8.00. Reimbursement for the card: \$5.00. Compensation for the days of work that I missed to see her: Sam's Club: \$448.80 (6 days multiplied by 8 hours by \$9.35); FedEx: \$50.00 (two days multiplied by 2 hours by \$12.50); Headquarters Custodial: \$98.40 (two days multiplied by \$12.30 by four hours). Compensation for the college semester I put off to work three jobs to see her: \$1,500.00. Total amount equals: \$6,344.00

***On July 6th, 2014, I booked a beautiful working girl via the Moonlite Bunny Ranch's website who went by the stage name Keira Keeper (her real name is Murphy Walters). In communication, we agreed we would go on an outdate (leaving the Bunny Ranch premises) and be an intimate on November 9th, 2014. This would be over \$3,000.00. I knew the cost because I had took another girl 8 months before that on an outdate at the Love Ranch North – also owned by Dennis Hof. I told her I wanted her to be a girlfriend to me (termed a "GFE") and wanted to be intimate with her. She acknowledged this and agreed to it. This created an implied contract-agreement. This agreement isn't finalized until the customer pays the cashier. For five months, her and I stayed in contact through email, a few text messages (before her phone suddenly stopped working. Coincidentally, this happened after I sent her a video of me and revealed that I had a facial paralysis), and one phone call to her place of employment. Also, through those five months, I put down deposits on her name to show her I was serious and that I really wanted connection and to strengthen that implied contract-agreement. Despite my efforts, she stonewalled me. Her true colors began to show: mean, short-tempered, impatient, ignorant to why I come (to feel like I have a girlfriend and not to be lustful), and really caused me to rethink about seeing her, but since I had a rocky relationship/reputation with the Bunny Ranch I wanted to prove to management that I could keep a date without cancelling (a reputation I had been known for in the past). I wanted to redeem myself and even though she was giving me negative vibes and would never get back to me or show me the same consideration I was investing in her, I stuck with her because no other girls there really struck me like she did with her beauty.

A month and a half before the date, I laid out a game plan of what I wanted on our date. I told her I wanted intimacy and to kiss her and cuddle with her along with the Olive Garden date. The Olive Garden date was planned to be first. In all of my communication with her, I was very polite to her and never crude as that is not of my nature. I always let the girl lead as I am a very respectful person. She replied to that email and did not disagree with any of its contents which gave me assurance that she was OK with kissing and cuddling and intimacy and the things that lead with that. To avoid being crude, I don't say "sex" as I don't like girls feeling like they are pieces of meat. These girls know where they work and know the price that is to be paid for sex.

Since they are independent contractors they set their own prices. These girls have a lot of weird guys that see them and I try to differentiate myself by: (1) my actions and (2) by how I dress, and I let the girls lead with enough information that they know what I want. And if I am being vague, they try to discern what I want. That is how every working girl I have partied with has done. They knew their job and gave me what I paid for.

In mid August, I knew I wouldn't have enough money to see her by going to school and working two part time jobs. I told Keira this and postponed my education for a semester (a VERY tough decision for me) and picked up a third job so I could have enough money to make Keira feel like a princess. By the time November came, I had \$4,000.00 down in deposits. November 9th, a Sunday, finally arrived. I traveled 8 hours on an Amtrak train from Salt Lake City to Reno to see her.

Sunday the 9th, the limo picked me up. Keira was in the limo like planned and detailed in the date. I gave her flowers and a card and she didn't seem like she cared. She was very hard to talk to. She told me she almost cancelled the date. I tried empowering her and tried telling her that she was beautiful. When we got to the Bunny Ranch, instead of taking me to a negotiation room, she took me straight to the office to pay the \$4,000.00. I thought this was odd, but since I had detailed everything in five months' worth of emails I figured she knew what I wanted plus me paying \$4,000.00 and dressing in a suit bolstered her knowledge of me wanting intimacy. Danielle the cashier conducted the transactions.

Since Olive Garden didn't open until 11 AM, (I had arrived at 9 AM), Danielle sent us back to the room. I thought she was having us wait in my suite until 11 came. We went back to my suite. Keira told me to get comfortable. I took off my shoes only, thinking that we were just waiting and that the party had not started. She didn't take off any of her clothes either. This led me to believe that the party had not begun. For two hours, we talked. I was so tempted to touch her, but since I was led to believe the clock had not started I did not touch her. I was raised in a family that taught me that if a woman does not touch you then you do not touch her. Prude and old fashioned, maybe – especially in a brothel – but I held true to my beliefs about respecting women.

I pulled out my phone and it was 11 AM. We got in the limo and went to olive garden. It was then that I discovered the clock had started since the bedroom. Embarrassed, I didn't really say anything as I was sure it was a mistake and it would be fixed. In olive garden, Keira still wouldn't touch me. We then left after a half hour. I asked to hold her hand and Keira refused and kept walking. We got in the limo and headed back. Keira was telling me how she couldn't wait to see her niece. I told her I didn't know the clock had started and she didn't seem to care. I mustered up the courage and told her that I wanted intimacy. She asked me what kind of intimacy. I was embarrassed by that question. She told me we would ask Danielle how many more minutes we had left. When we got back to the Bunny Ranch, we were informed we only had ten minutes left. I felt like vomiting. Embarrassed and in utter confusion and in a bit of shock, I didn't say anything or contest what had just happened.

Instead of vouching for me after learning that I wanted intimacy, if it was truly a misunderstanding, she led me back to my suite and thanked me for the date. She then gave me a weak hug and left: home-free. I spent the night wondering what happened and was

embarrassed to say anything and didn't say anything. The next day, spending the night at the Bunny Ranch, I prepared to leave, not saying anything to anybody. I blamed myself for not being aggressive; for being prude; for being respectful; for not being the leader, and making sure I got my money's worth. Keira had relayed to me a story of a man who assaulted her at the Bunny Ranch. I wondered what would have happened if she had done the same thing to that guy. This incident reminded me of a time in Salt Lake where I tried paying a girl for dinner and then romance after. She took my money, went to dinner, half way through excused herself and I never saw her again.

Danielle called me in right before I was about to leave and asked me how the date was and asked me verbatim if Keira had sex with me. I broke down and told her no. Phone calls were made and out of kindness – not obligation – the Bunny Ranch gave me two free parties – fifteen minutes worth; not near the amount I spent. Out of sadness, I took them and partied with an OK girl. But it didn't fix the wrong. I didn't spend all of my money to see this girl – I spent it to see Keira and Keira denied me.

The next day, Keira returned. Keira, Madam Suzette, and myself met in the office and discussed what happened. Keira placed the blame on me for not clarifying. While I may be at fault for not pulling down my pants and being demeaning to her, we concluded that with the money I spent that it should have been inferred that I wanted intimacy. Keira ended up only getting paid 1,000 -- half of what she was supposed to make as the house makes half of what their contractor makes.

Weeks after, the incident bogged me down. Pieces of the puzzle started being connected: Keira, because of my disability, didn't want to service me amongst other things: my liking her too much, etc, but the disability was her biggest concern. This concern was manifested by not touching me. But because the money was all down and manifested for the date, she decided she would accept the date and go through the motions – induce me – without doing anything. She knew I was a nice guy and that I wouldn't try anything unless she acted. Also, she has her Bachelor's degree and is not incapacitated to not know what I wanted for the amount I paid. This thesis was compiled based on Madame Suzette's statement that she was a "master manipulator".

In determining whom to sue, as there was a significant loss for me financially, mentally, and physically, I used my paralegal skills and determined that Keira is whom I would sue as the Bunny Ranch made an effort to show that they cared. Dennis Hof told me that he usually says, "Too bad" when these types of things happen but he liked me and wanted to give me some kind of compensation. Keira, when informed that this happened, gave me the shaft again. As an independent contractor, Keira is liable for her conduct and not the Bunny Ranch as she chooses her own pay and chooses whom she sees and does not receive benefits and pays her own rent and doctor bills. It is also expressly stated on the FAQ section on the Bunny Ranch website that the girls are independent contractors.

I obtained her real name and wrote her a demand letter. It was rejected with silence. I was then informed that she worked at the Mustang Ranch so I contacted her there to remind her of the demand letter as I had not heard from her. The Mustang Ranch misconstrued the contact and sent their lawyer, Courtney Forster, after me. Since then, she is representing Murphy Walters and has been relentless and uncooperative in resolving this matter and has threatened me with everything from criminal charges to civil lawsuits – attempting to violate my 1st amendment rights of petitioning grievances by trying to deter me. While Nevada's Ethics for Lawyers allows threats of criminal/civil prosecution, I feel Ms. Forster has been unprofessional and not listened to one word I have said e.g. telling me not to sue the Mustang Ranch when in reality I am NOT suing the Mustang Ranch; I only contacted them to try reaching Murphy. I will be representing myself for the small claims case.

I am filing two separate lawsuits against Murphy Walters as disability discrimination is a Federal issue and not a state issue. This complaint encompasses fraud in the inducement. If i am not able to prove fraud in the inducement, I am opting for misrepresentation and ask for a remedy of rescission to place me in the financial situation I would have been in had I not tried seeing Murphy. I pursue this in small claims court as I don't want to come across as frivolous if I asked for more than \$7,500.00.

I file this in the Reno Justice Court because Miss Walters lives in the court's jurisdiction.